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Obj. Deadline: March 15, 2019 @ 4:00 pm ET
Hearing Date: March 21, 2019 @ 10:00 am ET

Attorneys for WC Independence Center, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	x	
	:	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	
	:	Case No. 18-23538 (RDD)
Debtors.	:	
-----	x	(Jointly Administered)

**MOTION OF WC INDEPENDENCE CENTER, LLC FOR ALLOWANCE OF
ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 365(d)(3) AND
PAYMENT THEREOF**

**TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE:**

WC Independence Center, LLC (hereinafter, “Independence Center”), by and through counsel, and as the owner of the non-residential real property identified herein, hereby files this *Motion of WC Independence Center, LLC for Allowance of Administrative Expense Claim Pursuant to 11 U.S.C. § 365(d)(3) and Payment Thereof* (the “Motion”).

In support of its Motion, Independence Center states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this District is proper pursuant to 28

U.S.C. §§ 1408 and 1409. Independence Center consents to the Court's entry of a final order or judgment resolving this Motion.

2. The statutory basis for relief sought herein is 11 U.S.C. § 365(d)(3).

BACKGROUND

3. Sears Holdings Corporation, and its affiliated co-debtors (collectively, the "Debtors"),¹ filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on October 15, 2018 (the "Petition Date"). The Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.²

4. Independence Center owns non-residential real property at 4023 S. Noland, Independence, Missouri 64055-3390 (the "Property"). Debtors leased the Property from Independence Center's predecessor-in-interest pursuant to a written lease (the "Independence

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SRC Sparrow 1 LLC (None); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); SRC Sparrow 2 LLC (None); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); SRC O.P. LLC (None); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); SRC Facilities LLC (None); and SRC Real Estate (TX), LLC (None). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

² All statutory references to "Section" are to 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") unless otherwise specified in this Motion.

Center Lease”) dated July 17, 1998.³ The Lease is a lease “of real property in a shopping center” as that term is used in Section 365(b)(3). *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

5. On November 19, 2018, this Court entered the Order Approving Rejection of Certain Unexpired Leases and Related Subleases of Nonresidential Real Property (the “Order”) [Dkt. No. 810]. Under the Order, the Debtors’ estimated rejection date of the Independence Center Lease is October 15, 2018 (the “Estimated Rejection Date”). Ex. A to Dkt. No. 810 at p. 20 (store ID No. 9336).

6. The Order provides that:

Pursuant to section 365 of the Bankruptcy Code, each of the Leases listed on **Schedule 1** attached [to the Order] is hereby rejected by the Debtors with such rejection being effective as of the date the Debtors have surrendered the premises to the landlord via the delivery of the keys, key codes, and alarm codes to the premises, as applicable, to the landlord, other applicable lease counterparty, or designee.

Dkt. No. 810 at 3.

7. The Debtors could not have surrendered the Property and rejected the Lease on the Estimated Rejection Date because the Debtors did not fully comply with the Court’s Order until November 9, 2018. The Debtors licensed the Property to Spirit Halloween (“Spirit”) for use as a temporary Halloween store. Independence Center was not a party to the Debtors’ license of the Property to Spirit, and has not received any payment from the Debtors or Spirit for this license agreement.

8. Spirit did not vacate the Property until November 9, 2018. Thus, the Debtors could not vacate the Property until Spirit, Debtors’ licensee, delivered the keys, key codes, and

³ The Lease between KRC Independence 806, Inc. and Kmart Corporation is dated July 18, 1998. The First Amendment to Lease was dated January 18, 1999. The Second Amendment to Lease was dated September 16, 1999. The Third Amendment to Lease was dated January 1, 2001.

alarm codes for the Property to Independence Center.⁴ As such, Independence Center's administrative period for claims against the Debtors is October 15, 2018 through November 9, 2018 (the "Administrative Claim Period").

9. Under the terms of the Independence Center Lease, the Debtors are required to make certain payments to Independence Center arising out of their use and occupancy of the Property. These payments include such items as rent and common-area maintenance fees (collectively, the "Rent"). *See* Ex. A at 12–13. The Debtors have not paid the Rent that arose during the post-petition/pre-rejection period, and certain amounts remain due and owing for the Administrative Claim Period.

10. As demonstrated by the supporting AR Report, attached hereto as **Exhibit A**, Debtors, in the ordinary course of their business with Independence Center, were billed certain charges during the Administrative Claim Period in the amounts shown below in Table 1.

TABLE 1

Rent due for 10/15/18 – 11/09/18
per 11 U.S.C. § 365(d)(3)

Date Range	Category	Amount
10/15/18 – 10/31/18	Rent	\$69,362.41
11/1/18 – 11/9/18	Rent	\$38,572.36
Total Rent During Post-Petition/Pre-Rejection Period		\$107,934.77

11. Debtors paid Independence Center the Rent for October totaling \$138,724.82. Of this amount, \$69,362.41 falls within the Administrative Claim Period. Debtors, through their subtenant Sprit, remained in possession of the Property through November 9, 2018. As such, Debtors' pro-rated share of the Rent for November totals \$38,572.36. Debtors have not paid this

⁴ The Debtors provided written notice of the alarm and lockbox codes to Independence Center on October 15, 2018. However, Spirit did not vacate the Property and provide the alarm and lockbox codes to Independence Center until November 9, 2018.

amount to Independence Center. Thus, the outstanding amount of Independence Center's administrative claim is Thirty-eight Thousand Five Hundred Seventy-Two Dollars and 36/100 (\$38,572.36) (the "Administrative Claim").

RELIEF REQUESTED

12. With this Motion, Independence Center requests that this Court enter an order (a) allowing Independence Center's Administrative Claim pursuant to Section 365(d)(3) in the total amount of \$38,572.36; and (b) authorizing and directing Debtors to make immediate payment to Independence Center in satisfaction of such allowed claim pursuant to Section 365(d)(3) upon such terms as this Court finds to be just and equitable.

BASIS FOR RELIEF

13. Section 365(d)(3) and applicable case law require that a trustee (or debtor-in-possession) timely pay all post-petition rent and related charges until an unexpired lease is rejected as an administrative expense claim. *See* 11 U.S.C. § 365(d)(3) ("[t]he trustee shall timely perform all the obligations of the debtor . . . arising from and after the order for relief under any unexpired lease of non-residential real property, until such lease is assumed or rejected, notwithstanding section 503(b)(1) of this title").

14. Further, the clear language of Section 365(d)(3) requires that the trustee perform an obligation when the legally enforceable duty to perform arises under that lease. *See In re Montgomery Ward Holding Corp.*, 268 F.3d 205, 209 (3d Cir. 2001). Accordingly, when the lease requires the debtor to reimburse the landlord for certain obligations, the debtor's obligation to make timely payment arises after the petition, but before rejection of rent as it comes due. *See In re Goody's Family Clothing, Inc.*, 392 B.R. 604, 610–14 (Bankr. D. Del. 2008; *In re Ames Dept. Store, Inc.* 306 B.R. 43, 69 ("[S]ection 365(d)(3) was enacted to fix the amount to be paid by debtor-tenants pending assumption or rejection at the amount provided in the lease.")).

15. The Lease requires that the Debtors pay Independence Center Rent for their use of the Property. Ex. A. at 12. Debtors granted their possessory interest in the Property to Spirit through a sublicense agreement. This precluded Debtors from rejecting the Lease on October 15, 2018, because the Debtors could not surrender the Property to Independence Center (in compliance with the Court's Order) until Spirit actually vacated the Property. Spirit vacated the Property on November 9, 2018. Thus, the Debtors vacated the Property on November 9, 2018, and fixed the amount of the Administrative Claim to the Rent accruing thorough November 9, 2018.

16. Because the Debtors retained constructive possession of the Property through November 9, 2018, Section 365(d)(3) requires that the Debtors fulfill their legal obligations to Independence Center through November 9, 2018. 11 U.S.C. § 365(d)(3); *see also In re Ames Dept. Store, Inc.* 306 B.R. at 69. Accordingly, Independence Center is entitled to payment of \$38,572.36 in prorated Rent under the Independence Center Lease for the Administrative Claim Period because the Debtors' possession of the Property (through its subtenant Spirit) is an administrative claim under Section 365(d)(3) arising in the post-petition/pre-rejection period.

17. The prorated Rent for November was due on November 1, 2018, but Debtors have not paid any amount of the November Rent to Independence Center. Accordingly, Independence Center requests immediate payment of the Administrative Claim.

RESERVATION OF RIGHTS

18. Independence Center reserves its right to assert additional claims against Debtors, and to modify, supplement, or amend this claim, or any other claim, which it may file.

NOTICE

19. Notice of this Motion has been given to the following parties: (a) the Debtors; (b) counsel to the Debtors; (c) the Office of the United States Trustee; (d) counsel for the Official

Committee of Unsecured Creditors; and (e) all parties that have requested notice in these jointly-administered Chapter 11 bankruptcy cases. In light of the relief requested herein, Independence Center submits that no other or further notice is necessary or required.

NO PRIOR REQUEST

20. No prior motion for the relief requested herein has been made to this or any other court.

CONCLUSION

WHEREFORE, Independence Center requests that this Court enter an Order, substantially in the form of that certain *Order Granting Motion of WC Independence Center, LLC for Allowance of Administrative Expense Claim Pursuant to 11 U.S.C. § 365(d)(3) and Payment Thereof*, (i) allowing the Independence Center's Administrative Claim pursuant to 11 U.S.C. § 365(d)(3) of the Bankruptcy Code in the total amount of \$38,572.36; (ii) authorizing and directing the Debtors to immediately satisfy such Claim; and (iii) granting Independence Center such other and further relief as this Court deems just, necessary, and proper under the circumstances hereof.

Dated: February 13, 2019

Respectfully submitted,

By: /s/ Marshall C. Turner

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**ATTORNEYS FOR WC INDEPENDENCE
CENTER, LLC**

CERTIFICATE OF SERVICE

I, Marshall Turner, Esquire, do hereby certify that, on this 13th day of February, 2019, I caused a true and correct copy of the foregoing *Motion of WC Independence Center, LLC for Allowance of Administrative Expense Claim Pursuant to 11 U.S.C. § 365(d)(3) and Payment Thereof* (the “WC Motion”) to be served electronically and by email upon all those identified in the Master Service List as of February 1, 2018, in accordance with this Court’s *Amended Order Implementing Certain Notice and Case Management Procedures* (the “Case Management Order”) entered on November 1, 2018 [Docket No. 405]. I hereby further certify that pursuant to the Case Management Order, hard copies of the foregoing WC Motion were delivered via overnight mail to (i) the Honorable Robert D. Drain, and (ii) the Office of the United States Trustee.

/s/ Marshall C. Turner
Marshall C. Turner

EXHIBIT A

Lease Ledger

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Tenant: 10001279 Date: 02/12/2019

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
10/01/2016	CAM (10/2016)	0A0	6,579.62	0.00	6,579.62	C-74996	No
10/01/2016	Rent (10/2016)	0A0	119,716.33	0.00	126,295.95	C-74997	No
10/01/2016	Balance carryover from 2052 :Reversed by Charge Ctrl# 76918		(104,168.25)	0.00	22,127.70	C-76898	No
10/01/2016	:Reverse Charge Ctrl#76898		104,168.25	0.00	126,295.95	C-76918	Yes
10/01/2016	Balance carryover from 2052 non p property		(104,168.25)	0.00	22,127.70	C-78263	No
10/19/2016	Chk# ACH 10.19.2016		0.00	119,716.33	(97,588.63)	R-46286	
11/01/2016	CAM (11/2016)	0A0	6,579.62	0.00	(91,009.01)	C-74322	No
11/01/2016	Rent (11/2016)	0A0	119,716.33	0.00	28,707.32	C-74323	No
11/03/2016	Chk# ACH 11032016		0.00	119,716.33	(91,009.01)	R-46406	
12/01/2016	CAM (12/2016)	0A0	6,579.62	0.00	(84,429.39)	C-75673	No
12/01/2016	Rent (12/2016)	0A0	119,716.33	0.00	35,286.94	C-75674	No
12/02/2016	Chk# 32019420		0.00	119,716.33	(84,429.39)	R-47139	
12/02/2016	Chk# 32019420 Reversed by ctrl# 48067 Duplicate entry , by cpeace		0.00	119,716.33	(204,145.72)	R-47720	
12/02/2016	Chk# 32019420 :Prog Gen Reverses receipt Ctrl# 47720 Duplicate entry		0.00	(119,716.33)	(84,429.39)	R-48067	
12/02/2016	Chk# 32020111 :Prog Gen Reverses receipt Ctrl# 47721		0.00	(119,716.33)	35,286.94	R-48068	
12/06/2016	Late Fees, 0.3542% of \$13159.24 :Reversed by Charge Ctrl# 79384		46.61	0.00	35,333.55	C-76653	No
12/06/2016	:Reverse Charge Ctrl#76653 Reverse late fee charged in error.		(46.61)	0.00	35,286.94	C-79384	Yes
01/01/2017	CAM (01/2017) :Reversed by Charge Ctrl# 77477		6,579.62	0.00	41,866.56	C-76730	No
01/01/2017	Rent (01/2017) :Reversed by Charge Ctrl# 77478		119,716.33	0.00	161,582.89	C-76731	No
01/01/2017	:Reverse Charge Ctrl#76730		(6,579.62)	0.00	155,003.27	C-77477	Yes
01/01/2017	:Reverse Charge Ctrl#76731		(119,716.33)	0.00	35,286.94	C-77478	Yes
01/01/2017	CAM (01/2017)	0A0	6,777.12	0.00	42,064.06	C-77491	No
01/01/2017	Rent (01/2017)	0A0	119,716.33	0.00	161,780.39	C-77492	No
01/03/2017	Chk# 32020111 Reversed by ctrl# 48068 , by cpeace		0.00	119,716.33	42,064.06	R-47721	
01/03/2017	Chk# 32020111		0.00	119,716.33	(77,652.27)	R-48389	
01/25/2017	Prior Year RE Taxes (1/2016-12/2016)		163,180.01	0.00	85,527.74	C-81068	No
02/01/2017	CAM (02/2017)	0A0	6,777.12	0.00	92,304.86	C-80413	No
02/01/2017	Rent (02/2017)	0A0	119,716.33	0.00	212,021.19	C-80414	No
02/06/2017	Chk# 32020808		0.00	119,716.33	92,304.86	R-49761	
02/24/2017	Chk# 130845573		0.00	162,787.91	(70,483.05)	R-50169	
02/25/2017	Credit PY RE Tax consult fee charged in error.		(392.10)	0.00	(70,875.15)	C-83701	No
03/01/2017	CAM (03/2017)	0A0	6,777.12	0.00	(64,098.03)	C-82741	No
03/01/2017	Rent (03/2017)	0A0	119,716.33	0.00	55,618.30	C-82742	No
03/01/2017	Prior Year CAM (01/2016 - 12/2016)		7,078.39	0.00	62,696.69	C-84986	No
03/06/2017	Chk# 32021473		0.00	119,716.33	(57,019.64)	R-50417	
04/01/2017	CAM (04/2017)	0A0	6,777.12	0.00	(50,242.52)	C-85225	No
04/01/2017	Rent (04/2017)	0A0	119,716.33	0.00	69,473.81	C-85226	No
04/03/2017	Chk# ACH 04032017		0.00	119,716.33	(50,242.52)	R-51261	

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Tenant: 10001279 Date: 02/12/2019

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
05/01/2017	CAM (05/2017)	0A0	6,777.12	0.00	(43,465.40)	C-87688	No
05/01/2017	Rent (05/2017)	0A0	119,716.33	0.00	76,250.93	C-87689	No
05/03/2017	Chk# ACH 05032017		0.00	120,268.25	(44,017.32)	R-52181	
06/01/2017	CAM (06/2017)	0A0	6,777.12	0.00	(37,240.20)	C-89156	No
06/01/2017	Rent (06/2017)	0A0	119,716.33	0.00	82,476.13	C-89157	No
06/05/2017	Chk# ACH 06052017		0.00	120,268.25	(37,792.12)	R-53299	
07/01/2017	CAM (07/2017)	0A0	6,777.12	0.00	(31,015.00)	C-91716	No
07/01/2017	Rent (07/2017)	0A0	119,716.33	0.00	88,701.33	C-91717	No
07/05/2017	Chk# ACH07052017		0.00	120,268.25	(31,566.92)	R-54071	
08/01/2017	CAM (08/2017)	0A0	6,777.12	0.00	(24,789.80)	C-93930	No
08/01/2017	Rent (08/2017)	0A0	119,716.33	0.00	94,926.53	C-93931	No
08/04/2017	Chk# 32024936 Reversed by ctrl# 55982 Correct banking GL., by jberry		0.00	120,268.25	(25,341.72)	R-55209	
08/04/2017	Chk# 32024936 :Prog Gen Reverses receipt Ctrl# 55209 Correct banking GL.		0.00	(120,268.25)	94,926.53	R-55982	
08/04/2017	Chk# ACH08042017		0.00	120,268.25	(25,341.72)	R-55989	
09/01/2017	CAM (09/2017)	0A0	6,777.12	0.00	(18,564.60)	C-95927	No
09/01/2017	Rent (09/2017)	0A0	119,716.33	0.00	101,151.73	C-95928	No
09/07/2017	Chk# 32025838		0.00	120,268.25	(19,116.52)	R-56217	
10/01/2017	CAM (10/2017)	0A0	6,777.12	0.00	(12,339.40)	C-97560	No
10/01/2017	Rent (10/2017)	0A0	119,716.33	0.00	107,376.93	C-97561	No
10/02/2017	Chk# 32026709		0.00	120,268.25	(12,891.32)	R-56722	
11/01/2017	CAM (11/2017)	0A0	6,777.12	0.00	(6,114.20)	C-99130	No
11/01/2017	Rent (11/2017)	0A0	119,716.33	0.00	113,602.13	C-99131	No
11/07/2017	Chk# 32027563		0.00	120,268.25	(6,666.12)	R-58457	
11/22/2017	2017 RE Tax		161,436.39	0.00	154,770.27	C-101688	No
12/01/2017	CAM (12/2017)	0A0	6,777.12	0.00	161,547.39	C-101488	No
12/01/2017	Rent (12/2017)	0A0	119,716.33	0.00	281,263.72	C-101489	No
12/01/2017	Chk# 32028402		0.00	120,268.25	160,995.47	R-59326	
12/06/2017	Late Fees, 0.3542% of \$119716.33 :Reversed by Charge Ctrl# 103914		424.04	0.00	161,419.51	C-102637	No
12/21/2017	:Reverse Charge Ctrl#102637		(424.04)	0.00	160,995.47	C-103914	Yes
01/01/2018	CAM (01/2018)	0A0	6,777.12	0.00	167,772.59	C-103115	No
01/01/2018	Rent (01/2018)	0A0	119,716.33	0.00	287,488.92	C-103116	No
01/09/2018	Chk# 32029199		0.00	124,694.64	162,794.28	R-59657	
02/01/2018	CAM (02/2018)	0A0	6,777.12	0.00	169,571.40	C-107215	No
02/01/2018	Rent (02/2018)	0A0	119,716.33	0.00	289,287.73	C-107216	No
02/12/2018	Chk# 131117428		0.00	161,436.39	127,851.34	R-61865	
02/12/2018	Chk# 32030039		0.00	126,484.40	1,366.94	R-61866	
03/01/2018	CAM (03/2018)	0A0	8,858.20	0.00	10,225.14	C-109471	No
03/01/2018	Rent (03/2018)	0A0	119,716.33	0.00	129,941.47	C-109472	No
03/01/2018	Prior Year CAM (01/2017 - 12/2017)		11,209.34	0.00	141,150.81	C-111759	No
03/08/2018	Chk# 32030833		0.00	126,484.40	14,666.41	R-62824	

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Tenant: 10001279 Date: 02/12/2019

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
04/01/2018	CAM (04/2018)	0A0	8,858.20	0.00	23,524.61	C-112668	No
04/01/2018	Rent (04/2018)	0A0	119,716.33	0.00	143,240.94	C-112669	No
04/09/2018	Chk# 032031594		0.00	126,484.40	16,756.54	R-63714	
05/01/2018	CAM (05/2018)	0A0	8,858.20	0.00	25,614.74	C-114918	No
05/01/2018	Rent (05/2018)	0A0	119,716.33	0.00	145,331.07	C-114919	No
05/07/2018	Chk# 32032352		0.00	126,484.40	18,846.67	R-65516	
06/01/2018	CAM (06/2018)	0A0	8,858.20	0.00	27,704.87	C-116832	No
06/01/2018	Rent (06/2018)	0A0	119,716.33	0.00	147,421.20	C-116833	No
06/06/2018	Chk# 32033106		0.00	126,484.40	20,936.80	R-66267	
07/01/2018	CAM (07/2018)	0A0	8,858.20	0.00	29,795.00	C-118237	No
07/01/2018	Rent (07/2018)	0A0	119,716.33	0.00	149,511.33	C-118238	No
07/09/2018	Chk# 32033812		0.00	126,484.40	23,026.93	R-67205	
08/01/2018	CAM (08/2018)	0A0	8,858.20	0.00	31,885.13	C-119695	No
08/01/2018	Rent (08/2018)	0A0	119,716.33	0.00	151,601.46	C-119696	No
08/08/2018	Chk# 32034515		0.00	126,484.40	25,117.06	R-68155	
09/01/2018	CAM (09/2018)	0A0	8,858.20	0.00	33,975.26	C-121248	No
09/01/2018	Rent (09/2018)	0A0	119,716.33	0.00	153,691.59	C-121249	No
09/13/2018	Chk# 32035194		0.00	126,484.40	27,207.19	R-69118	
10/01/2018	CAM (10/2018)	0A0	8,858.20	0.00	36,065.39	C-122705	No
10/01/2018	Rent (10/2018)	0A0	119,716.33	0.00	155,781.72	C-122706	No
10/10/2018	Chk# 32035855 10/2018 Rent		0.00	126,484.40	29,297.32	R-69986	
11/01/2018	CAM (11/2018)	0A0	8,858.20	0.00	38,155.52	C-124471	No
11/01/2018	Rent (11/2018)	0A0	119,716.33	0.00	157,871.85	C-124472	No
12/01/2018	CAM (12/2018)	0A0	8,858.20	0.00	166,730.05	C-125872	No
12/01/2018	Rent (12/2018)	0A0	119,716.33	0.00	286,446.38	C-125873	No
01/01/2019	CAM (01/2019)	0A0	8,858.20	0.00	295,304.58	C-127013	No
01/01/2019	Rent (01/2019)	0A0	119,716.33	0.00	415,020.91	C-127014	No
02/01/2019	CAM (02/2019)	0A0	8,858.20	0.00	423,879.11	C-130607	No
02/01/2019	Rent (02/2019)	0A0	119,716.33	0.00	543,595.44	C-130608	No

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